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1ST CIRCUIT COURT  
STATE OF HAWAII  
FILED

2010 MAR 17 PM 12:56

A. MARPLE  
CLERK

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

STATE OF HAWAII, by its Office of Consumer Protection,	)	CIVIL NO. 09-1-2568-1 1 PWB (Other Civil Action)
	)	
Plaintiff,	)	STIPULATED PERMANENT INJUNCTION AND FINAL JUDGMENT AGAINST DEFENDANT AMERICAN ANDROGOGY UNIVERSITY INC.
vs.	)	
	)	
AMERICAN ANDROGOGY UNIVERSITY INC., a Hawaii corporation,	)	
	)	
Defendant.	)	Trial Date: None SCF Date: None

STIPULATED PERMANENT INJUNCTION AND FINAL  
JUDGMENT AGAINST DEFENDANT AMERICAN ANDROGOGY UNIVERSITY INC.

Plaintiff and Defendant American Androgogy University Inc. (hereinafter "Defendant") hereby stipulate and agree to the entry of this Stipulated Permanent Injunction and Final Judgment Against Defendant American Androgogy University Inc. as follows:

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

1. This court has jurisdiction over this matter and the parties

hereto pursuant to Hawaii Rev. Stat. Chapters 446E, 480, 487 and 603 and venue is proper herein.

2. Plaintiff's Complaint states claims against Defendant upon which relief may be granted under Hawaii Rev. Stat. Chapter 446E and Hawaii Rev. Stat. §480-2(a).

3. Defendant its officers, agents, servants, employees and those persons in active concert or participation with it who receive actual notice of this order by personal service or otherwise, are hereby restrained and enjoined from failing to comply with the requirements set forth herein.

4. Defendant shall be responsible for making the substantive terms and conditions of this judgment known to its officers, directors, successors, managers, employees and those persons associated with Defendant who are responsible for implementing the obligations set forth in this judgment.

5. Defendant shall not effect any change in its form of doing business or organizational identity for the purpose of avoiding the terms and conditions contained in this judgment.

6. Unless otherwise specified herein, this judgment shall take effect on filing with the court. The receipt or deposit by the Office of Consumer Protection of any monies pursuant to this judgment does not constitute acceptance by the Office of Consumer Protection and any monies received will be returned if this judgment is not executed by the Office of Consumer Protection or the court.

7. Defendant shall be and is enjoined from failing to comply with Hawaii Rev. Stat. Chap. 446E or §480-2(a).

8. Defendant shall pay the sum of Two Thousand Dollars (\$2,000.00) to the Office of Consumer Protection, State of Hawaii. Payment shall be in the form of a cashier's check made payable to the "State of Hawaii".

9. Defendant hereby agree that it shall, in addition to all other payments required by and in this stipulation, pay Plaintiff fifty per cent (50%) of any monies which it receives from any third parties, based upon claims made arising out of the matters set forth in the complaint. This would include, but not be limited to, any monies received from any insurance carriers or professionals rendering legal advice. Any such payments shall be made promptly upon the receipt of said monies by Defendant.

10. Defendant shall promptly provide to the Office of Consumer Protection upon request proof of any action(s) required to be taken by the Defendant pursuant to the terms of this stipulated judgment.

11. Under no circumstances shall this document or the name of State of Hawaii, the Office of Consumer Protection, Department of Commerce and Consumer Affairs, or any of its employees or subdivisions be used by Defendant in connection with any selling, advertising or promotion of any product or service. The parties understand that this document shall not be construed as an approval or sanction by the State of Hawaii of Defendant's business practices. Nothing in this document shall be construed to permit or make lawful any act, practice, or course

of conduct prohibited or made unlawful by Hawaii Rev. Stat. Chap. 446E, 480 or 481 A or any other law.

12. This stipulated judgment shall apply to Defendant, its agents, employees, successors and assigns.

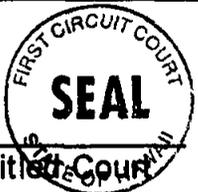
13. This court shall retain jurisdiction of this case for the purpose of enabling any of the parties to this stipulation to apply to this court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this stipulation, to modify or terminate any of their provisions, to enforce compliance, and to punish violations of its provisions. If it shall be made to appear to the court that there has been a violation of any of the terms of this stipulation, upon motion, this court may enter an order to show cause why Defendant should not be found in contempt. Nothing in this document shall bar Plaintiff from seeking, or the court from imposing, against Defendant or any other person any other relief available under any other applicable provision of law for violation of this document, in addition to or in lieu of the civil penalties provided for above.

14. There are no remaining claims against any party. Any remaining claims be and are hereby dismissed .

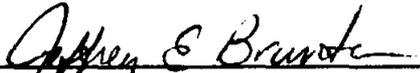
DATED: Honolulu, Hawaii, FEB 11 2010

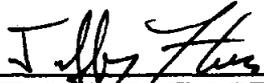
*Patrick W. Border*

Judge of the above-entitled Court



APPROVED AS TO FORM AND CONTENT AND AGREED:

  
\_\_\_\_\_  
JEFFREY E. BRUNTON  
Attorney for Plaintiff

  
\_\_\_\_\_  
JEFFERY S. FLORES  
Attorney for Defendant

Civil No. 09-1-1268-11 PWB; State of Hawaii vs. American Androgogy University Inc.; STIPULATED PERMANENT INJUNCTION AND FINAL JUDGMENT AGAINST DEFENDANT AMERICAN ANDROGOGY UNIVERSITY INC.